



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

March 11, 2004

TO: All Potential Bidders

RE: RFP #: 04-X-35924
RFP Title: New Jersey Child Support Guidelines

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
03/25/04	10:00 AM	Mandatory Pre-Bid Conference (Refer to RFP Section 1.3.3 for more information)
04/14/04	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.4 for more information)

Be advised that all addenda related to this procurement will be issued on the Purchase Bureau Web Site. Refer to [RFP Section 1.4.1](#) for additional information.

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Barbara Sami
Purchase Bureau

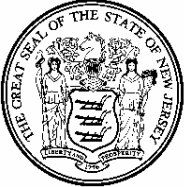
E-Mail Address: Barbara.Sami@treas.state.nj.us
Phone: 609-292-4752
Fax: 609-292-5170

ATTENTION VENDORS

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If you're already on the Purchase Bureau bid list file and need to change your information, i.e. address change, etc., send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven -digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

	STATE OF NEW JERSEY REQUEST FOR PROPOSAL	BID NUMBER: 04-X-35924
	FOR: New Jersey Child Support Guidelines	TERM CONTRACT #: T-1794 REQUESTING AGENCY: Department of Human Services DFD/OCSS
	ESTIMATED AMOUNT: N/A CONTRACT EFFECTIVE DATE: 09/01/04 CONTRACT EXPIRATION DATE: 08/31/09 COOPERATIVE PURCHASING: NO SET ASIDE: NONE	<u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u> BUYER NAME: Barbara Sami PHONE NUMBER: (609) 292-4752 FAX NUMBER: (609) 292-5170 E-MAIL ADDRESS: Barbara.Sami@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: _____ Address: _____

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 04/14/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.**
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NONE OR NONE %.
CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: N/A BID BOND ATTACHED: N/A
CERTIFIED OR CASHIERS CHECK ATTACHED: N/A LETTER OF CREDIT ATTACHED: N/A
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE AT THE FOLLOWING DATE AND TIME:
PRE-BID CONFERENCE : March 25, 2004 at 10:00 AM

ADDITIONAL REQUIREMENTS

- 9) PERFORMANCE SECURITY: NONE OR NONE %
- 10) PAYMENT RETENTION 10%
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) _____ %, _____ DAYS: NET _____ DAYS.
- 18) BIDDER PHONE NO: _____
- 19) BIDDER FAX NO. _____
- 20) BIDDER E-MAIL ADDRESS. _____
- 21) BIDDER FEDERAL ID NO. _____
- 22) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



Bid Number: 04-X-35924

REQUEST FOR PROPOSAL FOR:

New Jersey Child Support Guidelines

Date Issued: March 9, 2004

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Department of Human Services
Division of Family Development
Office of Child Support Services

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Human Services (DHS), Division of Family Development (DFD), Office of Child Support Services (OCSS).

The purpose of this RFP is to solicit bid proposals from interested vendors for the development of a software package to calculate the New Jersey Child Support Guidelines in accordance with Court Rule 5:6A and provide an interface for updating the State's Automated Child Support Enforcement System. The Office of Child Support Services also requires that the software have the ability to produce legal documents and provide online access to the guidelines.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

1.2 BACKGROUND

1.2.1 OVERVIEW

Federal regulations require that each state develop a set of standards to be used by all Title IV-D Agencies for determining the appropriate amount of child support. In New Jersey these standards are known as the New Jersey Child Support Guidelines. These Guidelines are developed by the Court and issued as a Court Rule. In addition, as part of the federal automated systems certification requirement for child support, information regarding the calculation of the guidelines must be tracked on the Automated Child Support Enforcement System. In order to meet the federal systems requirement, the Department of the Treasury is issuing this RFP for the New Jersey Office of Child Support Services.

1.2.2 PROGRAM HISTORY

The Child Support Enforcement Program was established in 1975 as Part D of Title IV of the Social Security Act. The purpose of the program is to locate non-custodial parents, establish paternity for children born out of wedlock, and obtain and enforce child and medical support orders.

In New Jersey, the program is State supervised and locally administered. The Division of Family Development, Office of Child Support Services serves as the State IV-D agency responsible for the overall administration of the program and has a cooperative agreement with the Administrative Office of the Courts (AOC) for assistance in the enforcement of child support orders. The Office of Child Support Services directly manages certain services such as the State Parent Locator Service, the tax refund and unemployment benefit offset programs, and monitoring/assessment studies of all local IV-D offices. The AOC maintains the Central Registry for the receipt of all incoming interstate complaints and maintains and reconciles accounts related to support payments.

County welfare agencies are responsible for providing assistance to all eligible applicants in the location of non-custodial parents, in the establishment of paternity, and in obtaining a court order for child and medical support. Pursuant to the cooperative agreement with the AOC, the Family Divisions are responsible for scheduling cases for court and providing notice of all hearings. The probation divisions in each county venue are responsible for the enforcement of these orders, the collection of payments, adjustments to accounts and reconciliation of accounts. Payments are currently processed by Tier Technologies, a vendor under contract with the State.

In 1987, New Jersey began its conversion to a central computer system to which all county welfare agencies, Family Divisions and probation divisions have access. The system is known as the Automated Child Support Enforcement System, or ACSES. All twenty-one counties went "live" in February of 1989. The federal Office of Child Support Enforcement conditionally certified the system in March 1998.

1.2.3 CURRENT IT ENVIRONMENT

ACSES currently operates on a Bull Olympus (DPS9000/TA203). It is a centralized system with a hierarchical database of sixty-five database areas (twenty-five of which are real time updateable), 126 record types, over 750 COBOL batch programs and approximately 200 on-line screens. The 63 local offices using PCs running terminal emulation and a GUI screen scraping application are connected to the mainframe through a TCP/IP wide area network.

The State of New Jersey, Department of Human Services operates a wide area network (WAN) that is a major subset of the Garden State Network. It serves all divisions within the Department of Human Services, county welfare staff throughout the state, probation officers, municipalities, and child-care agencies, in addition to those agencies participating in the One Ease E Link initiative.

The Department of Human Services network consists of over 200 local area networks (LANs) statewide connected to a departmental WAN. There are over 15,000 PCs and 250 file servers on the WAN in addition to Bull and IBM mainframe and Unix mission critical servers.

Each LAN is comprised of multiple segments serving single buildings and campuses. Individual sites are connected to the WAN by point-to-point frame relay communication lines running from 56 Kbs to T1 speeds. County frame relay circuits are consolidated into ATM circuits within each LATA. The ATM circuits are connected to the OIT State Network and the DHS WAN.

Each LAN has one or more network servers running the Banyon Vines Street Talk Operating system on a Unix kernel or Banyon Vines Street Talk on Windows NT. In addition, NT servers acting as application servers are running Oracle and MS SQL Server.

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be, e-mailed, faxed or mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Barbara Sami
State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E-Mail: Barbara.Sami@treas.state.nj.us
Phone Number: (609) 292-4752
Fax Number: (609) 292-5170

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 QUESTION PROTOCOL

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, by e-mail or letter, or by telephone, concerning this RFP.

1.3.2 MANDATORY SITE VISIT (NOT APPLICABLE TO THIS PROCUREMENT)

1.3.3 MANDATORY PRE-BID CONFERENCE

The date, time and location are provided as follows:

DATE:	March 25, 2004
TIME:	10:00 AM
LOCATION:	DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY PURCHASE BUREAU BID OPENING ROOM, 9TH FLOOR 33 WEST STATE STREET TRENTON, NJ 08625-0230 Directions to the Pre-bid Conference can be found at the following website: http://www.state.nj.us/treasury/purchase/faqdirs.htm

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and uploaded to the Internet as a written addendum to the RFP. Answers to deferred questions will also be uploaded to the Internet as a written addendum to this RFP.

1.3.4 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE:	April 14, 2004
TIME:	2:00 PM
LOCATION:	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/faqdirs.htm

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

Bidders are solely responsible to be knowledgeable of all addenda related to this procurement.

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP and any addenda hereto.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

2.1 STANDARD DEFINITIONS

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate: A rate including all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, reproduction, travel and any other costs. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in the rate. It shall include normal work breaks but shall not include meals. No additional fees or costs shall be paid by the State unless there is a change in the scope of work entailing additional all-inclusive hourly rate hours.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor - The contractor is the bidder awarded a contract.

Contractor Project Administrators - The individual designated by the PS Contractor to assume project responsibility for VV&T Services. A second individual who will be designated as Contractor Project Administrator for all other project services requested in this RFP.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price - A per task price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks – Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task – A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

3.0 SCOPE OF WORK

3.1 SOFTWARE APPLICATION CHARACTERISTICS

The contractor shall supply the software application(s) and services within the specified time frames.

The software application shall:

- Interface with the current Automated Child Support Enforcement System utilizing G-Link for Java or provide another technical solution acceptable to meet the compatibility of this product;
- be adaptable to the new ASCES automated system currently in development;
- be developed in accordance with the New Jersey Child Support Guidelines (Court Rule 5:6A);
- provide all information required for federal certification;
- maintain a history of all calculations including the guideline worksheet;
- provide or support worksheets in a format that can be easily transferred to a case management imaging system;
- be web based (as opposed to web enabled or telnet);
- produce all worksheets in real-time;
- calculate other parent deductions;
- operate in Windows 2000 or higher, Internet Explorer 6.x or higher and with corresponding print drivers; and
- allow for updating by state staff of annual changes to self-support reserve, poverty guideline and tax tables.

The State prefers an Oracle database and Oracle Internet application server.

3.2 MINIMUM SOFTWARE APPLICATION FUNCTIONS

The software application shall, at minimum:

- Provide accurate calculation of child support awards as defined in New Jersey Court Rule 5:6-A. Copy of NJ Child Support Guidelines is available at <http://www.judiciary.state.nj.us/csguide/index.htm>
- Produce printouts of all required worksheets defined in New Jersey Court Rule 5:6-A.
- Produce the standard order (see Appendix II).
- Provide accurate calculation of all tax scenarios described in New Jersey Court Rule 5:6A including Head of Household.
- Provide a flexible user interface for the following: (a) Combined tax table as defined in Court Rule 5:6-A; (b) IRS withholding table as defined in IRS Publication Circular E; (c) Manual override of automatic calculations. The manual override of tax calculations shall remain unchanged even when later income revisions are made.

3.2.1 CASE REVIEW SUPPORT DOCUMENTATION

To support case review, software shall save electronically and also print itemized details of underlying data and calculations which comprise the worksheet entries. These include:

- A printout itemizing all types of income, included in Gross Taxable Income.
- Printouts documenting gross income per pay period for each income item.
- A printout of actual child care cost paid per provider's billing cycle.
- A printout documenting Health Insurance Premiums paid per provider's billing cycle.
- A printout documenting projected Unreimbursed Health Care Expenses. This printout shall document the calculation of the Health Care Expenses over \$250 per year per child.

Since the issues vary in each case, any of the printouts listed above should be printed only on demand.

3.2.2 WEEKLY AMOUNT CONVERSION CALCULATIONS

The software shall include an itemized conversion of all income types to weekly amounts. Since income is disbursed at varying intervals depending on income type, an independent conversion function shall be available for each income type.

The software shall also convert the following to weekly amounts: Prior Child Support Orders, Mandatory Union Dues, Health Insurance Premiums, Work Related Child Care, Extraordinary Expenses, and Government Benefits for the Child.

3.3 COURT RULE 5:6A ON-SCREEN INSTRUCTIONS

To ensure uniform application of Court Rule 5:6-A throughout the State, the software shall include the following:

- On-screen instructions which change as the user moves to each input cell. The on-screen instructions shall include excerpts from Court Rule 5:6A as well as important procedural considerations as the user inputs data.
- Warning messages if the user attempts to use the Shared Parenting Worksheet contrary to the household income test.
- Warning messages if the user attempts to use the Shared Parenting Worksheet when the overnight threshold has not been met.

3.4 OTHER DEPENDENT DEDUCTION CALCULATION AND REPORT

The software shall contain an Other Dependent Deduction feature that performs all calculations related to the Other Dependent Deduction and electronically transfers the Other Dependent Deduction amount to the main worksheet. The Other Dependent Deduction module shall automatically populate the Other Dependent Deduction fields from the main worksheet including income, deductions, and expenses for the parents at issue.

The Other Dependent Deduction feature shall produce a printout of the Other Dependent Deduction worksheets. The Other Dependent Deduction feature shall automatically calculate the amount of support with and without the Other Dependent Deductions, without requiring manual input.

3.5 TEXT/COMMENT CAPABILITY

The software shall provide the option to add 2-3 pages of text to address questions such as reasons support amount was adjusted/deviated and a listing of court-approved expenses.

3.6 UNIFORM ORDER

The software shall allow production of the Uniform Order for Summary Support, as developed by the New Jersey Administrative Office of the Courts and approved by the New Jersey Department of Human Services, Division of Family Development. The uniform order software component shall include the following features:

It shall allow the user to edit all of the text of the order. The order edited for this case shall be saved for future review and revision. The order must be saved in a format that can easily be transferred to a case management imaging system.

The word processing features of the Order shall include active data fields that are embedded in the paragraphs of the order. Changing data in the embedded active data fields shall:

- Cause the system to perform calculations for the total award amount and update other embedded data fields that include the total award amount.
- Cause the system to perform table look-up functions for the address of where support is to be paid.
- Update other references to that same field in other parts of the form.
- Cause the active data fields to be available in the edited order that is saved for a particular case.

Since the Order will include a great variety of provisions to address numerous scenarios, many paragraphs will not be used in a particular case. To accommodate this, the software shall provide the ability to:

- Select each desired paragraph with a single mouse click or keystroke so that all unwanted paragraphs shall be eliminated with a single keystroke.
- Quickly reassemble previously eliminated paragraphs in their original state into the Order with a keystroke, or more specifically, preserve the original Order boilerplate.

3.7 APPLICATION PORTABILITY

The application shall have the ability to be worked on independently from the network on a laptop that can then later be synchronized with the mainframe and network for the uploading of information.

3.8 SOFTWARE APPLICATION TRAINING

The contractor shall commence hands-on computer-based training for the software application(s) at regional locations designated by the State within three (3) months of the initiation of this contract. Approximately 150 to 200 individuals will require training in class sizes of approximately 25 to 30 trainees per class. Regional county locations designated by the State provide training facilities equipped with computers. The contractor shall provide a training manual for each trainee.

3.9 ACSES INTERFACE

The contractor will work with the State in the development of an interface between the software application and the New Jersey Automated Child Support Enforcement System (ACSES). This interface shall include the ability to receive information based on the ACSES Case ID including but not limited to: names, IV-D Case ID, dates, docket number, county, and number of children. The interface shall also have the ability to send information including but not limited to: names, IV-D Case ID, dates, support amount calculated under the guidelines as shared or sole parenting, and deviation reasons.

Once the support guideline has been calculated, a prompt shall be provided to the worker indicating to save and transmit data. If transmitted, the software shall store the worksheet in a way that it can be retrieved at a later date upon entry of the ACSES IV-D case ID.

The interface utilities shall be fully operational within three months of contract initiation.

3.10 SOFTWARE TECHNICAL SUPPORT

For a period of three years from the date of delivery of the software to the New Jersey Department of Human Services the contractor shall provide telephone technical support for users, Monday through Friday from 9:00 AM to 5:00 PM EST concerning basic software application functions. The contractor must respond to trouble reports within 24 hours unless approved otherwise by the Project Manager.

Capability of remote diagnostic analysis of the system by the contractor's personnel is required.

3.11 CONTRACTOR LOCATION

The operating facility should be within a 25-mile radius of the Trenton area. Main offices or corporate headquarters are exempt from mileage restrictions. No work is to be performed offshore.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the “ORIGINAL” bid proposal. Each bidder should submit **twelve (12) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.4 BID BOND (NOT APPLICABLE TO THIS PROCUREMENT)

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.2.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

The detailed plans shall mirror Section 3.0 - Scope of Work.

4.4.2.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.2.3 CONTRACT SCHEDULE

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN (NOT APPLICABLE TO THIS PROCUREMENT)

4.4.2.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder shall include all information requested in this section along with any additional information which will assist the Evaluation Committee in assessing the bidder's ability to fulfill the requirements of this project.

4.4.3.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3. ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.3.4 EXPERIENCE OF BIDDER/TEAM MEMBERS ON CONTRACTS OF SIMILAR SIZE AND SCOPE

For both the bidder and the individual team members, emphasis should be placed on contracts that are similar in scope to the services requested by this RFP. Specifically, in its bid proposal, the bidder must have and document for the firm and team members, the following experience:

Bidder Experience

The bidder shall provide a comprehensive listing of contracts of similar size and scope that the bidding firm has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis shall be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts shall include:

- A description of the contract including a description of how it relates to the bidder's ability to contribute to the success of the project that is the subject of this RFP
- Beginning and ending dates for each similar contract
- A list of proposed team members who were involved in the project and their roles on the project
- The contact name, address, phone number and e-mail address for each similar project

4.4.3.5 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.4.3.8 SUBCONTRACTOR(S)

- A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 SECTION 4 - COST PROPOSAL

The bidder shall submit:

1. A completed price schedule which is attached to this RFP as Attachment 4.
2. A comprehensive chart showing the person-hours proposed to meet the requirements of this RFP. This chart will be designed to correlate to the tasks, sub-tasks or other work elements required by the RFP. The bidder will set forth, for each task, sub-task or other work element, the total number of person-hours, broken down by labor category, proposed to complete the contract.
3. A list of all titles and hourly rates that may be used in the event of additional work.

The completed person-hour chart shall be consistent with the completed price schedule.

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Award.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions (see [Appendix 1](#)).

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 PERFORMANCE BOND (NOT APPLICABLE TO THIS PROCUREMENT)

5.3 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of five (5) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to two (2) years, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

5.5 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final written approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property to perform any of the services required under the contract into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section shall prevail. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, shall remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a perpetual non-exclusive, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.12 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use that same standard of care as it uses to protect the confidentiality of its own confidential data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 CLAIMS AND REMEDIES

5.16.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.16.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies owed to the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.17 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for damages incurred.

5.18 RETAINAGE

The amount of retainage is noted on the RFP cover sheet ([Page 3 of this RFP](#)). The using agency shall retain the stated percentage of each invoice submitted. Following certification by the State Contract Manager at the end of the project, that all tasks have been satisfactorily performed, the retainage shall be released to the contractor.

5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.23 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written

approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.24 FORM OF COMPENSATION AND PAYMENT

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency on a monthly basis. The invoice shall include billing for the completed month's price line 1 services along with billing for completed tasks. The contractor shall provide supporting documentation evidencing that the tasks for which payment is sought have been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 GENERAL REQUIREMENTS

A. The bidder's general approach and plans in meeting the requirements of this RFP.

- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders cost proposals will be ranked according to the total bid price in [Attachment 4](#).

6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 ATTACHMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Price Schedule](#)
5. [Reciprocity Form](#) (*Optional Submittal*)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

ATTACHMENT 4 - PRICE SCHEDULES

PRICE SHEET		TERM CONTRACT – ADVERTISED BID PROPOSAL		
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8TH FL P.O. BOX 320 TRENTON, NEW JERSEY 08625-023		NUMBER: 04-X-35924 OPEN DATE: April 14, 2004 TIME: 2:00 PM T-NUMBER: T-1794 BIDDER: FEIN:		
		UNIT	UNIT PRICE	EXTENDED PRICE
LINE NO	COMMODITY-SERVICE DESCRIPTION			
001	Commodity Code: 254-10-055846 Child Support Guidelines Firm Fixed Price for Developing the Software	Task		\$ _____
002	Commodity Code: 254-10-055847 Child Support Guidelines Firm Fixed Price for Update to Self Support Reserve, Poverty Guidelines and Tax Tables Year 1	Task		\$ _____
003	Commodity Code: 254-10-055848 Child Support Guidelines Firm Fixed Price for Update to Self Support Reserve, Poverty Guidelines and Tax Tables Year 2	Task		\$ _____
004	Commodity Code: 254-10-055849 Child Support Guidelines Firm Fixed Price for Update to Self Support Reserve, Poverty Guidelines and Tax Tables Year 3	Task		\$ _____
005	Commodity Code: 254-10-055850 Child Support Guidelines Implementation Training Costs per Trainee (estimate of 150-200)	Each		\$ _____
006	Commodity Code: 254-10-055851 Child Support Guidelines All-inclusive Monthly Rate for Phone Technical Support of Operations Monday - Friday, 9 AM to 5 PM EST Year 1	Month		\$ _____
007	Commodity Code: 254-10-055852 Child Support Guidelines All-inclusive Monthly Rate for Phone Technical Support of Operations Monday - Friday, 9 AM to 5 PM EST Year 2	Month		\$ _____
008	Commodity Code: 254-10-055853 Child Support Guidelines All-inclusive Monthly Rate for Phone Technical Support of Operations Monday - Friday, 9 AM to 5 PM EST Year 3	Month		
009	Commodity Code: 254-10-055854 Child Support Guidelines This price line will provide a mechanism for the using agency to make payments in accordance with RFP Section 5.23 Additional Work. Attach a schedule of any and all titles and hourly rates that could apply over the term of the contract in the event of additional work. Years 1-3	Hour	Attach Schedule	Leave Blank

APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

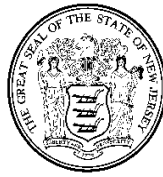
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JAMES E. MCGREEVEY
Governor

JOHN E. MCCORMAC, CPA
State Treasurer

April 6, 2004

Re: 04-X-35924
Child Support Guidelines
Bid Opening Date: April 14, 2004
Revised Bid Opening Date: April 22, 2004

ADDENDUM #1

Please be advised that the bid opening date has been changed to April 22, 2004.

The following questions were submitted by bidders. Below are responses to these questions:

Question: Would the State consider limiting liability on this procurement?

Answer: No

Page 8, Section 1.2.3 Current IT Environment

Question 1: Is ACSES information stored on the mainframe (Bull Olympus -- DPS9000/TA203) in a non Oracle database?

Answer: Yes

Question 2: What kind of database is used to store ACSES information on the mainframe?

Answer: DM IV Hierarchical, direct writes not permitted.

Question 3: Does the Oracle database reside on a single main NT based server on the system, or are there several servers throughout the system which have exact replicas of the Oracle database to serve various groups?

Answer: Production Oracle databases have been migrated to RS6000 platforms both at OIT and at DHS-CO in a three tier environment with firewalls protecting each tier. The web servers are accessible from the Internet as well as the Intranet. The application server tier requires new implementations to be at Oracle version 9i or newer. The UAP/ACSES Oracle data is housed on a single server.

Question 4: What is the method used to transfer information from the Oracle database to the ACSES information on the mainframe (Bull Olympus -- DPS9000/TA203)?

Answer: The UAP application uses Visual Basic, Glink & G1Visual to transfer the data, via the mainframe online screens between the Oracle and mainframe databases. G1Visual is being replaced by Glink API.

Question 5: Is the transfer of data from the Oracle database to ACSES real-time or batch?

Answer: Child Support Guidelines data which resides in the UAP application (Universal Application Process) is processed and sent to the ACSES mainframe environment in the same matter as a worker utilizing the existing ACSES online system. From UAP the data is entered through online screens which create transactions that are processed in batch. Exception: Once a child support guidelines calculation is performed, the worker id, date of the calculation, the child support award amount, and when appropriate a narrative reason as to why the guidelines were not utilized to derive at the child support award are updated to ACSES real-time through an input screen process. Since the current Child Support Guidelines software is accessed through UAP, the vendor will be required to establish and implement a process to transfer certain data from the new Child Support Guidelines to ACSES real-time as well as through batch processing.

Question 6: Will the Oracle database on the NT server(s) be directly available to the web based child support calculation server program, or would it be preferable to set up a separate "child support calculation" Oracle database (the separate database would then be used to update the main Oracle database)?

Answer: There is no Child Support Oracle database on any server. Consideration should be made to accommodate both possible conditions at this time.

Question 7: Is G-Link for Java used for anything other than transferring data form the Oracle databases to the ACSES mainframe?

Answer: The reference for this item is incorrect. The only section that references G-Link for Java is Section 3.1, "Software Application Characteristics". In this section, DHS is suggesting a product, G-Link for Java, that would allow a vendor to incorporate screen scraping technology to populate Bull transaction processing requests (TPRs; which are similar to IBM CICS transactions) as a safe methodology for updating the Bull DM IV databases.

Question 8: Is G-Link for Java used for screen scraping?

Answer: It is not currently used. If a vendor chooses this product it would have to be purchased, installed on the application tier, and configured as part of the vendors solution.

Question 9: Will the web based child support calculation server program be installed on more than one server (that is: is there a single central server for the entire statewide NJDHS system on which a web based program will be installed, or will the web based child support calculation server program be installed on many servers throughout the system)? If so, how many servers will run the web based child support calculation server program?

Answer: The application will be installed in the application tier on an RS6000 running Oracle 9iAS or WebSphere application server on multiple logical partitions to ensure availability and performance. Any additional server hardware will be purchased separately by the State based on recommendations from the vendor.

Question 10: Will G-Link for Java be available to transfer data from the "child support calculation" Oracle database to the main Oracle database(s)?

Answer: Refer to response to Question 9. As previously mentioned, G-Link for Java is not currently part of the DHS product set. In addition, there is no Oracle Child Support database.

Question 11: What is the operating system of each of the servers on which the web based child support calculation server program will run?

Answer: RS6000, AIX 5.2, Oracle 9iAS and WebSphere 5.1 AS, Oracle 9i.

Question 12: Is the Bull Olympus (DPS9000/TA203) running a Java Virtual Machine?

Answer: No

Question 13: Does NJDHS desire a real-time exchange of data for both reading from and writing to the ACSES databases on the Bull Olympus computer?

Answer: Yes. Refer to response provided under Question 5.

Page 12, Section 3.0

Question 14: Will we have access to the current source code? Would anyone?

Answer: If appropriate, the successful bidder may have access to the current source code.

Page 12, Section 3.1 Software Application Characteristics

Question 15: Does each server, on which the web based child support calculation server is installed, have a continuous connection to the Bull Olympus computer through G-Link for Java?

Answer: No

Question 16: Does each server, on which the web based child support calculation server is installed, have G-Link for Java installed?

Answer: No

Question 17: Will a Java Virtual Machine be installed on each desktop which will be a client of the web based child support calculation server program? If so, what version?

Answer: Microsoft Internet Explorer, version 6, is the current default browser. JIT is enabled by default as well.

Question 18: Will a Java Virtual Machine be installed on each server, on which the web based child support calculation server is in stalled?

Answer: That depends on the vendor's choice of products needed to support their application.

Question 19: Will ActiveX controls be allowed in HTML pages served up by the web based child support calculation server program?

Answer: If the vendor's application requires them, a custom setting allowing a trust will be established.

Question 20: What is the preferred image format for the case management imaging system?

Answer: TIFF

Question 21: Who provides the license for utilizing G-Link for Java?

Answer: Including Glink for Java in the RFP was simply to provide an example of how to communicate with the Bull. The State is not locked into this solution and will entertain alternative recommendations from bidders. The State does not have licenses for G-Link for Java.

Question 22: The RFP states that the software application shall provide all information required for federal certification. As the system is "conditionally" certified presently, access to the federal certification guidelines is necessary.

Answer: Federal certification guide is available at the following URL www.acf.dhhs.gov/programs/cse/stsys/cse.htm - System Certification

Question 23: The RFP states that the software application shall maintain a history of all calculations including the guideline worksheet. What does history refer to? Number of users of software/worksheets? Number of worksheet changes? Preliminary/final calculations?

Answer: History refers to maintaining all worksheets associated with a case.

Question 24: The RFP states that the software application be web based. Please clarify "web based".

Answer: Web based means Web Browser Based not Web enabled. It must be a true Java or .Net application. Not one that uses some other methodology to display a terminal screen or a client server screen as a Web Screen. You need to be able to launch MSIE, type in a URL, and get there.

Question 25: The RFP states that the software application shall calculate other parent

deductions. Whether the client is custodial or non-custodial does this relate to calculations for both parents or to the clients "other" deductions?

Answer: **This refers to cases where the custodial parent or non custodial parent lives with children (legal dependents) from another relationship for which they are required to provide support. The other dependent deduction must be completed in this instance.**

Question 26: The RFP states that the State prefers an Oracle database and Oracle Internet application server. Again, who provides the Oracle license(s)?

Answer: **Oracle Licenses: DFD owns all the licenses they need.**

Question 27: Does the vendor need to provide the worksheet as a compatible file for the Imaging System or will the proposed solution be expected to generate and transfer the file to the imaging systems. If so, what is the format required?

Answer: **There is no current case management imaging system. The imaging system will be part of the new system. The vendor must keep the worksheet in such a way as they can be easily transferred to the imaging system once it becomes available. See response to Question 29.**

Question 28: What imaging software is used by CCSE for Case Management?

Answer: **None at this time.**

Question 29: What is the new system architecture (SW/HW) currently used by NJ CSE for ACSES? Do separate interfaces need to be developed as deliverables for both the old and the new system as part of this proposal?

Answer: **The exact architecture of the new system is not known as yet. However, based on the completed feasibility study it is anticipated that the new system will be browser based, three tier, Oracle back end for database and either Oracle 9iAS or WebSphere or other major application server for the middle tier.**

Question 30: Will the State provide the Oracle Database and Application Server, or is that the contractor's responsibility?

Answer: **The State will provide.**

Question 31: G-Link interfaces with the mainframe for data access. One possible configuration for G-Link is to run as a centralized service. Is this an allowable configuration?

Answer: **Yes, bidders are also encouraged to provide alternative solutions.**

Question 32: G-Link can also be invoked directly on the client's machine. Is this an allowable configuration?

Answer: Yes.

Question 33: The RFP states that the software application shall be adaptable to the new ACSES automated system currently in development. Since this software is not yet in development and the platform is not yet determined (except that it will be web based) this requirement is a moving target. Do you expect a technical solution to this or is it enough to know that both databases being Oracle databases would allow for ease of information transfer? Is the vendor expected to bid on an interface to a system that does not yet exist?

Answer: The exact architecture of the new system is not known as yet. However, based on the completed feasibility study it is anticipated that the new system will be browser based, three tier, Oracle back end for database and either Oracle 9iAS or WebSphere or other major application server for the middle tier.

Question 34: The RFP states that the software application shall provide all information required for federal certification. Documentation of federal certification information requirements is needed.

Answer: Federal certification guide is available at the following URL www.acf.dhhs.gov/programs/cse/stsys/cse.htm - System Certification

Page 13, Section 3.2 Minimum Software Application Functions

Question 35: The RFP states that the software application shall, at a minimum, produce the standard order. How can we access or obtain a copy of the current standard order?

Answer: A copy is attached to the end of this Addendum.

Question 36: The RFP states: "Produce the standard order (see Appendix II)." The appendix did not appear to contain an order. Will you provide the order?

Answer: Yes, a copy of the order is attached at the end of this Addendum.

Page 13, Section 3.2.1 Case Review Support Documentation

Question 37: The RFP states that the software shall save electronically and also print itemized details of underlying data and calculations which comprise the worksheet entries including a printout of actual child care cost paid per providers billing cycle. Does "billing cycle" refer to the (child care) provider's periodic bill or to a set period of weekly, monthly or yearly?

Answer: Billing cycle could refer to either but the sum would need to be converted to a weekly amount since Guidelines calculations are weekly.

Page 14, Section 3.5 Text/Comment Capability

Question 38: The RFP states that the software shall provide the option to add 2-3 pages of text to address questions such as reasons support amount was adjusted/deviated and a listing of court approved expenses. Does this refer to "per case" or "per item" in each case?

Answer: Per Worksheet.

Page 14, Section 3.6 Uniform Order

Question 39: A copy of or access to the current Uniform Order is requested.

Answer: The Uniform Order and Standard Order are one in the same. A copy is attached at the end of this Addendum.

Question 40: The RFP states that the word processing features of the Order shall include active data fields that are embedded in the paragraphs of the order. Is the "word processor" a commercial product (e.g. MS WORD) or a generic text generator or other?

Answer: Yes, MS-Word.

Question 41: Is the Uniform Order discussed here the same as the Standard Order specified in Section 3.2?

Answer: Yes

Question 42: The RFP states that the software shall allow the user to edit all of the text of the order. Does this mean altering any of the content of the boilerplate standard paragraphs, or just updating the active data fields?

Answer: Updating the active fields.

Page 14, Section 3.7 Application Portability

Question 43: What is meant by "independently from the network"? Does that include "not connected to the Internet"?

Answer: Yes

Question 44: What features will be required in this offline mode? Are you expecting to be running local databases that will synchronize with the main database server? Does the State own sufficient licenses to perform this task or is it the vendor's responsibility? If it is the vendor's responsibility, how many such licenses will be necessary? Will the State accept a solution that does not require a local copy of the database?

Answer: The solution must include the ability for a Hearing Officer to run a guideline calculation while not connected to the Internet and then be able to transmit the data to ACSES once connected to the Internet. The State is open to any solution that meets the business requirements of this RFP. There are currently 28 Hearing Officers.

Page 14, Section 3.8 Software Application Training

Question 45: For the purposes of this project, what is meant by "computer-based training"? Specifically, does the State expect this training to be web-based?

Answer: The training should be both web-based and available on a CD.

Question 46: RFP Section 3.8 states that approximately 150 to 200 individuals will require training. However, line 005 of Attachment 4 - Price Schedules asks for: "Implementation Training Costs per Trainee (estimate of 1,000)". Which figure is correct?

Answer: 150 - 200. A revised Attachment 4 - Price Schedules is attached to this addendum.

Question 47: Is the State expecting that the contractor will train end users or train trainers?

Answer: End Users.

Question 48: The training is to begin within three (3) months of the initiation of the contract. How long will the contractor have to deliver all training?

Answer: The bidders should propose a schedule as to how long they anticipate the training will take.

Question 49: Will the contractor be responsible for reserving classrooms, scheduling training sessions, and monitoring attendance?

Answer: The Contractor will be responsible for working with the State in scheduling the training sessions and monitoring attendance.

Question 50: Is the State open to multiple/alternative training methods (e.g., online course)?

Answer: The State may entertain alternative training methods proposed by bidders but the preference is direct end user training.

Question 51: Does the State expect the training to be conducted using a training database that is an exact copy of the new fully developed and tested software?

Answer: Yes.

Pages 14 and 15, Section 3.8 Software Application Training and Section 3.9 ACSES Interface

Question 52: Hands-on computer based training is specified to start within three months of contract initiation, and the interfaces to the ACSES system also are specified to be operational within three months of contract initiation. Please clarify: does this require that the software be completed and delivered within three months of contract initiation? Is there a deadline for implementation? Are there external pressures to having the system up and running by a certain date (such as new rule implementation or federal requirements)? Is this three month mark moveable at all?

Answer: Yes it is anticipated that the software will be developed and ready for implementation within three months of contract initiation. If bidders feel this is too aggressive, they should provide an alternative schedule and outline their justification for such.

Page 15, Section 3.9 ACSES Interface

Question 53: Some specifications of the on-going development of the ACSES interface are necessary.

Answer: Information will need to be transmitted to ACSES daily to ensure compliance with federal certification requirements. Information shall include but not be limited to guideline recommended amount and deviation indicator and reason.

Question 54: Data will need to be downloaded off the current ACSES system using a middleware product such as G-Link. Can the full guideline results be stored on and retrieved from the Oracle database and the date, time, user and guideline result amount transferred back to the mainframe to be stored in the case chronology?

Answer: No, information such as but not limited to recommended amount and deviation indicator and reason must be uploaded to the current ACSES to ensure compliance with federal certification requirements.

Question 55: Does the State anticipate that all users of the application will have ACSES accounts that allow them to access case data?

Answer: Yes, all users will have access to ACSES.

Question 56: If not, can the State identify the type and number of users who would not have this access?

Answer: See above response.

Page 15, Section 3.10 Software Technical Support

Question 57: The RFP states that capability of remote diagnostic analysis of the system by the contractor's personnel is required. Does "remote" refer to "dialing in" to a users PC via Windows XP (built in) features or via the commercial "PC Anywhere" and if PC Anywhere, again, whose license?

Answer: Remote diagnostic analysis was requested for the Contractor to perform analysis of software issues/problems reported by end users.

Question 58: Can the State provide bidders any historical data on help desk call volumes?

Answer: Approximately 30-40 per month.

Page, 15, Section 3.11 Contractor Location

Question 59: Are all project personnel required to operate from the local facility or can some personnel support the project from the corporate headquarters while key project personnel operate from the local New Jersey Office?

Answer: Yes

Question: The RFP states that the operating facility should be within a 25 mile radius of the Trenton area. Main offices or corporate headquarters are exempt from the mileage restriction. Does this mean that the facility is not required to be within a 25 mile radius of the Trenton area?

Answer: It means that the operating facility should be within a 25 mile radius of the Trenton area. See question 59 above.

Page 19 - Section 5.4, Page 31 - Attachment 4 - Price Schedules, Page 37 Section 4.1 - Appendix 1 - NJ State Standard Terms and Conditions

Question 60: The Standard Terms and Conditions state, "all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract." RFP Section 5.4 states. "The term of the contract shall be for a period of five (5) years...The contract may be extended for additional periods of up to two (2) years, by mutual written consent of the contractor and the Director at the same terms, conditions an pricing." Attachment 4 - Price Schedule refers to Years 1, 2 and 3. What is the correct contract term?

Answer: Section 5.4 should be changed to read "The term of the contract shall be for a period of three (3) years."

The following firms were represented at the Mandatory Bidder's Conference:

Accenture
AMS
Chenoa Information Services
Ciber, Inc.
Easy Soft, Inc.
Legal Plus Software
LSI Optimal Control, Inc.
Northrop Grumman IT

Overture Computing Corp.
Policy Studies, Inc.
Protech Solutions, Inc.
Savelli & Associates
Systemetrix Design Group
Tier Technologies
Triadata Systems, Inc.
Vega Consulting Solutions

Sincerely,

Barbara Sami
Purchase Bureau

Attachment - Standard Order

ATTACHMENT 4 - PRICE SCHEDULES

PRICE SHEET		TERM CONTRACT – ADVERTISED BID PROPOSAL		
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8TH FL P.O. BOX 320 TRENTON, NEW JERSEY 08625-023		NUMBER: 04-X-35924 OPEN DATE: April 14, 2004 TIME: 2:00 PM T-NUMBER: T-1794 BIDDER: FEIN:		
		UNIT	UNIT PRICE	EXTENDED PRICE
LINE NO	COMMODITY-SERVICE DESCRIPTION			
001	Commodity Code: 254-10-055846 Child Support Guidelines Firm Fixed Price for Developing the Software	Task		\$ _____
002	Commodity Code: 254-10-055847 Child Support Guidelines Firm Fixed Price for Update to Self Support Reserve, Poverty Guidelines and Tax Tables Year 1	Task		\$ _____
003	Commodity Code: 254-10-055848 Child Support Guidelines Firm Fixed Price for Update to Self Support Reserve, Poverty Guidelines and Tax Tables Year 2	Task		\$ _____
004	Commodity Code: 254-10-055849 Child Support Guidelines Firm Fixed Price for Update to Self Support Reserve, Poverty Guidelines and Tax Tables Year 3	Task		\$ _____
005	Commodity Code: 254-10-055850 Child Support Guidelines Implementation Training Costs per Trainee (estimate of 150-200)	Each		\$ _____
006	Commodity Code: 254-10-055851 Child Support Guidelines All-inclusive Monthly Rate for Phone Technical Support of Operations Monday - Friday, 9 AM to 5 PM EST Year 1	Month		\$ _____
007	Commodity Code: 254-10-055852 Child Support Guidelines All-inclusive Monthly Rate for Phone Technical Support of Operations Monday - Friday, 9 AM to 5 PM EST Year 2	Month		\$ _____
008	Commodity Code: 254-10-055853 Child Support Guidelines All-inclusive Monthly Rate for Phone Technical Support of Operations Monday - Friday, 9 AM to 5 PM EST Year 3	Month		

PRICE SHEET		TERM CONTRACT – ADVERTISED BID PROPOSAL		
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8TH FL P.O. BOX 320 TRENTON, NEW JERSEY 08625-023		NUMBER: 04-X-35924 OPEN DATE: April 14, 2004 TIME: 2:00 PM T-NUMBER: T-1794 BIDDER: FEIN:		
009	Commodity Code: 254-10-055854 Child Support Guidelines This price line will provide a mechanism for the using agency to make payments in accordance with RFP Section 5.23 Additional Work. Attach a schedule of any and all titles and hourly rates that could apply over the term of the contract in the event of additional work. Years 1-3	Hour	Attach Schedule	Leave Blank